

EXHIBIT 4

**BERT BELL/PETE ROZELLE NFL PLAYER
RETIREMENT PLAN**

AMENDED AND RESTATED AS OF APRIL 1, 2001

Keys_AR 00001

ARTICLE 8

THE RETIREMENT BOARD AND DISABILITY INITIAL CLAIMS COMMITTEE

8.1 Selection of the Retirement Board. The Retirement Board will consist of seven members. The members of the Retirement Board are as follows:

- (a) Three voting members appointed by the NFLPA.
- (b) Three voting members appointed by the Management Council.
- (c) The Commissioner of the NFL will be an ex-officio, non-voting member.

The Commissioner will be honorary Chairman of the Retirement Board, and either the Commissioner or, in his absence, his designee, will preside at all meetings of the Retirement Board. The Commissioner's duties and responsibilities under and with respect to the Plan are limited to those that are specifically described in the Plan.

Two Vice Chairmen will be selected. One will be designated from among their number by the members on the Retirement Board appointed by the NFLPA and the other designated from among their number by the members on the Retirement Board appointed by the Management Council. The duties of the Vice Chairmen will be established by the Retirement Board.

The NFLPA and the Management Council will each be entitled to name a proxy for each member on the Retirement Board which it has appointed. Such proxy may be designated any time prior to or during any Retirement Board meeting. This proxy will remain in effect until revoked or the end of that Retirement Board meeting, whichever occurs first.

The NFLPA and the Management Council will have the authority to remove and appoint a replacement for any member on the Retirement Board either has respectively appointed. Any member on the Retirement Board may resign by notice to the Vice Chairmen. If there is a vacancy on the Retirement Board, the appointing party will designate a successor. Until a successor is appointed, the remaining members on the Retirement Board may act on behalf of the Retirement Board; provided, however, that in order to act, the Retirement Board always must have at least four voting members.

8.2 Authority of the Retirement Board. The Retirement Board will be the "named fiduciary" of the Plan within the meaning of section 402(a)(2) of ERISA, and will be responsible for implementing and administering the Plan, subject to the terms of the Plan and Trust. The Retirement Board will have full and absolute discretion,

authority and power to interpret, control, implement, and manage the Plan and the Trust. Such authority includes, but is not limited to, the power to:

- (a) Define the terms of the Plan and Trust, construe the Plan and Trust, and reconcile any inconsistencies therein;
- (b) Decide claims for benefits (except that initial claims for disability benefits will be decided by the Disability Initial Claims Committee, and that the Retirement Board will abide by the provisions of Section 8.3);
- (c) Pay all reasonable and necessary expenses of the Plan;
- (d) Adopt procedures, rules, and forms for the administration of the Plan;
- (e) Delegate its power and duties to other persons and appoint and assign authority to other persons (including, but not limited to accountants, investment managers, counsel, actuaries, appraisers, consultants, professional plan administrators, and other specialists), or otherwise act to secure specialized advice or assistance, as it deems necessary or desirable in connection with the administration of the Plan (with the Retirement Board, to the extent not prohibited by applicable law, being entitled to rely conclusively upon and being fully protected in acting or in declining to act in good faith reliance upon, the advice or opinion of such persons, provided that such persons are prudently chosen and retained by the Retirement Board);
- (f) Establish an investment policy for the Plan;
- (g) Select the Trustee(s) and enter into an agreement(s) with the Trustee(s) setting forth the terms of the Trust;
- (h) Select an investment manager(s), within the meaning of section 3(38) of ERISA, to assume investment responsibility with respect to some or all of the assets of the Trust;
- (i) Commence or defend suits or legal proceedings involving the Plan or Trust;
- (j) Settle, compromise or submit to arbitration any claims, debts or damages due or owing to or from the Plan or Trust;
- (k) Inspect the records of any Employer as reasonably necessary for the Retirement Board to perform its obligations under the Plan and Trust;
- (l) Obtain fidelity bonds and fiduciary insurance coverage;

- (m) Delegate to any one of their number authority to sign documents on behalf of the Retirement Board and to perform other ministerial acts, when acting by a majority of voting members on the Retirement Board; and
- (n) Recover any overpayment of benefits through reduction or offset of future benefit payments or other method chosen by the Retirement Board.

8.3 Disputes of the Retirement Board.

(a) **Medical Disputes.** If the voting members of the Retirement Board are deadlocked with respect to a decision as to (1) whether a claimant medically is substantially prevented from or substantially unable to engage in any occupation or employment for remuneration or profit within the meaning of Section 5.2, or (2) whether an applicant meets the requisite percentage disability requirements to be eligible for line-of-duty disability benefits, the Retirement Board may by an affirmative vote of three voting members submit such disputes to a Medical Advisory Physician for a final and binding determination regarding such medical issues.

(b) **Benefits Disputes.** If the voting members of the Retirement Board are deadlocked with respect to a decision as to whether or to what extent any person is eligible for or entitled to benefits under this Plan, the Retirement Board may by an affirmative vote of three voting members submit such dispute for final and binding arbitration in accordance with the procedures and practices in use prior to the CBA.

(c) **Other Disputes.** If the voting members of the Retirement Board are deadlocked for any other reason, the Retirement Board may by an affirmative vote of three voting members submit such disputes to the Benefit Arbitrator for a final and binding determination in accordance with the procedures of the CBA.

8.4 Selection of the Disability Initial Claims Committee.

(a) The Disability Initial Claims Committee will consist of two members. One member will be appointed by the NFLPA, and one member will be appointed by the Management Council.

(b) The NFLPA and the Management Council will each be entitled to name a proxy for the member of the Disability Initial Claims Committee each has appointed. Such proxy may be designated any time prior to or during any Disability Initial Claims Committee meeting. This proxy will remain in effect until revoked or the end of that Disability Initial Claims Committee meeting, whichever occurs first.

(c) The NFLPA and the Management Council will have the authority to remove and appoint a replacement for the member of the Disability Initial Claims

- (2) three years after the earliest date on which the plaintiff had actual or constructive knowledge of the omission, violation, or breach,

except as provided in ERISA section 413 (but only where the fraud or concealment is separate from the offense and intended to conceal the existence of the offense).

11.8 Receipt of Documents. Correspondence, applications, forms, elections, designations, and other documents of any type are deemed received by the Retirement Board only if and when actually received by the Retirement Board, and not when mailed or otherwise sent or transmitted to the Retirement Board. The common law "mailbox rule" is expressly rejected.

11.9 No Employment Contract. This Plan creates no contract of employment between the Employer or the League and any Player.

11.10 Choice of Law. This Plan will be construed in accordance with ERISA and, to the extent not preempted, in accordance with the laws of the State of New York.

11.11 Severability. If any provision of this Plan is held illegal or void, such illegality or invalidity will not affect the remaining provisions of this Plan, but any such provision will be fully severable and the Plan will be construed and enforced as if the illegal or invalid provision had never been included.

11.12 Recovery of Certain Overpayments. If false information submitted by or on behalf of a Player causes the Player to receive amounts under the NFL Player Supplemental Disability Plan ("Disability Plan") to which such Player is not entitled, any future disability benefits payable to the Player or his beneficiary (including a Dependent or alternate payee) under Articles 5 or 6 will be reduced by the amount of the overpayment from the Disability Plan, plus interest at the rate of 6% per year.

11.13 USERRA. Notwithstanding any other provision of the Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with section 414(u) of the Code.

**BERT BELL/PETE ROZELLE NFL PLAYER
RETIREMENT PLAN**

AMENDED AND RESTATED AS OF AUGUST 1, 2011

Keys_AR 00072

ARTICLE 8

THE RETIREMENT BOARD AND DISABILITY INITIAL CLAIMS COMMITTEE

8.1 Selection of the Retirement Board. The Retirement Board will consist of seven members. The members of the Retirement Board are as follows:

- (a) Three voting members appointed by the NFLPA;
- (b) Three voting members appointed by the Management Council; and
- (c) The Commissioner of the NFL will be an ex-officio, non-voting member.

The Commissioner will be the honorary Chairman of the Retirement Board, and either the Commissioner or, in his absence, his designee, will preside at all meetings of the Retirement Board. The Commissioner's duties and responsibilities under and with respect to the Plan are limited to those that are specifically described in the Plan.

Two Vice Chairmen will be selected. One will be designated from among their number by the members on the Retirement Board appointed by the NFLPA and the other designated from among their number by the members on the Retirement Board appointed by the Management Council. The duties of the Vice Chairmen will be established by the Retirement Board.

The NFLPA and the Management Council will each be entitled to name a proxy for each member on the Retirement Board which it has appointed. Such proxy may be designated any time prior to or during any Retirement Board meeting. This proxy will remain in effect until revoked or the end of that Retirement Board meeting, whichever occurs first.

The NFLPA and the Management Council will have the authority to remove and appoint a replacement for any member on the Retirement Board either has respectively appointed. Any member on the Retirement Board may resign by notice to the Vice Chairmen. If there is a vacancy on the Retirement Board, the appointing party will designate a successor. Until a successor is appointed, the remaining members on the Retirement Board may act on behalf of the Retirement Board; provided, however, that in order to act, the Retirement Board always must have at least four voting members. Notwithstanding any provision in the Plan to the contrary, the Retirement Board may remove the legal counsel for the Plan and/or the benefit consultant/actuary, or any local counsel or local benefit consultant/actuary or local management company by an affirmative vote of three Retirement Board members.

8.2 Authority. The Retirement Board will be the "named fiduciary" of the Plan within the meaning of ERISA section 402(a)(2), and will be responsible for implementing and administering the Plan, subject to the terms of the Plan and Trust. The Retirement Board will have full and absolute discretion, authority and power to interpret, control, implement, and manage the Plan and the Trust.

Such authority includes, but is not limited to, the power to:

- (a) Define the terms of the Plan and Trust, construe the Plan and Trust, and reconcile any inconsistencies therein;
- (b) Manage and operate the Plan and Trust and receive, hold, invest and reinvest contributions made under this Plan;
- (c) Decide claims for benefits (except that initial claims for disability benefits will be decided by the Disability Initial Claims Committee, and that the Retirement Board will abide by the provisions of Section 8.3);
- (d) Pay all reasonable and necessary expenses of the Plan;
- (e) Adopt procedures, rules, and forms for the administration of the Plan;
- (f) Delegate its power and duties to other persons and appoint and assign authority to other persons (including, but not limited to accountants, investment managers, counsel, actuaries, recordkeepers, appraisers, consultants, professional plan administrators, physicians, and other specialists), or otherwise act to secure specialized advice or assistance, as it deems necessary or desirable in connection with the administration of the Plan (with the Retirement Board, to the extent not prohibited by applicable law, being entitled to rely conclusively upon and being fully protected in acting or in declining to act in good faith reliance upon, the advice or opinion of such persons, provided that such persons are prudently chosen and retained by the Retirement Board);
- (g) Establish an investment policy for the Plan;
- (h) Select the Trustee(s) and enter into an agreement(s) with the Trustee(s) setting forth the terms of the Trust;
- (i) Select an investment manager(s), within the meaning of section 3(38) of ERISA, to assume investment responsibility with respect to some or all of the assets of the Trust;
- (j) Commence or defend suits or legal proceedings involving the Plan or Trust;
- (k) Settle, compromise or submit to arbitration any claims, debts or damages due or owing to or from the Plan or Trust;
- (l) Inspect the records of any Employer as reasonably necessary for the Retirement Board to perform its obligations under the Plan and Trust;
- (m) Obtain fidelity bonds and fiduciary insurance coverage;
- (n) Delegate authority to any one of their number to sign documents on behalf of the Retirement Board and to perform other ministerial acts, when acting by a majority of voting members of the Retirement Board; and

(o) Recover any overpayment of benefits through reduction or offset of future benefit payments or other method chosen by the Retirement Board.

8.3 Disputes of the Retirement Board.

(a) Medical Disputes. If the voting members of the Retirement Board are deadlocked with respect to a decision as to (1) whether a claimant medically is substantially prevented from or substantially unable to engage in any occupation or employment for remuneration or profit within the meaning of Section 5.2 of the Plan or (2) whether an applicant meets the requisite percentage disability requirements to be eligible for line-of-duty disability benefits under the Plan, the Retirement Board may by an affirmative vote of three voting members submit such disputes to a Medical Advisory Physician for a final and binding determination regarding such medical issues. The Medical Advisory Physician will have full and absolute discretion, authority and power to decide such medical issues. In all other respects, including the interpretation of this Plan and whether the claimant is entitled to benefits, the Retirement Board will retain its full and absolute discretion, authority and power under Sections 8.2 and 8.9.

(b) Benefits Disputes. If the voting members of the Retirement Board are deadlocked with respect to a decision as to whether or to what extent any person is eligible for or entitled to benefits under this Plan, the Retirement Board may by an affirmative vote of three voting members submit such dispute for final and binding arbitration in accordance with the procedures and practices in use prior to the 2011 CBA.

(c) Other Disputes. If the voting members of the Retirement Board are deadlocked for any other reason, the Retirement Board may by an affirmative vote of three voting members submit such disputes to the Benefit Arbitrator for a final and binding determination in accordance with the procedures of the 2011 CBA.

(d) Arbitration Procedures. For disputes arising under this Section 8.3, any arbitrator selected to resolve a dispute must base his or her decision solely on the administrative record that was before the Retirement Board, as may be supplemented by records that were in existence prior to the date the dispute is referred to the arbitrator. In addition, both parties to the arbitration are permitted to take depositions of any expert relied on by the other side based on the administrative record, as may be supplemented by records in existence prior to the date the dispute is referred to the arbitrator.

8.4 Selection of the Disability Initial Claims Committee.

(a) The Disability Initial Claims Committee will consist of three members. One member will be appointed by the NFLPA. One member will be appointed by the Management Council. One member will be the Plan's Medical Director or another medical professional jointly designated by the NFLPA and Management Council.

(b) The NFLPA and the Management Council will each be entitled to name a proxy for the member of the Disability Initial Claims Committee each has appointed. Such proxy may be designated any time prior to or during any Disability Initial Claims Committee meeting. This

fully severable and the Plan will be construed and enforced as if the illegal or invalid provision had never been included.

12.12 Recovery of Certain Overpayments. If false information submitted by or on behalf of a Player causes the Player to receive amounts under the Plan to which such Player is not entitled, any future disability benefits payable to the Player or his beneficiary (including a Dependent or alternate payee) under Articles 5 or 6 of the Plan will be reduced by the amount of the overpayment from the Plan, plus an interest rate of 6% per year.

12.13 Qualified Military Service.

(a) Notwithstanding any other provision of the Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Code section 414(u).

(b) Effective January 1, 2007, the surviving Spouse or minor children of a Player who dies while performing qualified military service (as defined under section 414(u) of the Code) shall be entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) that would be provided under the Plan had the Participant died as an Active Player, in accordance with Code section 401(a)(37).

12.14 Location of Payee Unknown. If the Plan Director, after following the procedures adopted by the Retirement Board, cannot locate a Player or beneficiary to whom a benefit is payable, the entire benefit of and amount payable to such Player or beneficiary are forfeited at the end of that Plan Year. The amounts so forfeited will be separately accounted for as determined by the Retirement Board. The forfeiture shall be applied to reduce future Employer contributions. If the Player or beneficiary subsequently applies for the benefit (or, in cases where the right to receive payment of the benefit was previously established, the Plan is provided a proper address for the Player or beneficiary), the amount so forfeited (adjusted for interest or investment experience, if applicable) will be reinstated and all amounts then due will be paid to such Player or beneficiary.

12.15 Counterparts. This Plan may be executed in counterparts.

**BERT BELL/PETE ROZELLE NFL PLAYER
RETIREMENT PLAN**

AMENDED AND RESTATED AS OF APRIL 1, 2017

Keys_AR 00155

ARTICLE 8

THE RETIREMENT BOARD AND DISABILITY INITIAL CLAIMS COMMITTEE

8.1 Selection of the Retirement Board. The Retirement Board will consist of seven members. The members of the Retirement Board are as follows:

- (a) Three voting members appointed by the NFLPA;
- (b) Three voting members appointed by the Management Council; and
- (c) The Commissioner of the NFL will be an ex-officio, non-voting member.

The Commissioner will be the honorary Chairman of the Retirement Board, and either the Commissioner or, in his absence, his designee, will preside at all meetings of the Retirement Board. The Commissioner's duties and responsibilities under and with respect to the Plan are limited to those that are specifically described in the Plan.

The NFLPA and the Management Council will each be entitled to name a proxy for each member on the Retirement Board which it has appointed. Such proxy may be designated any time prior to or during any Retirement Board meeting. This proxy will remain in effect until revoked or the end of that Retirement Board meeting, whichever occurs first.

The NFLPA and the Management Council will have the authority to remove and appoint a replacement for any member on the Retirement Board either has respectively appointed. Any member on the Retirement Board may resign by notice to the appointing party. If there is a vacancy on the Retirement Board, the appointing party will designate a successor. Until a successor is appointed, the remaining members on the Retirement Board may act on behalf of the Retirement Board; provided, however, that in order to act, the Retirement Board always must have at least four voting members. Notwithstanding any provision in the Plan to the contrary, the Retirement Board may remove the legal counsel for the Plan and/or the benefit consultant/actuary, or any local counsel or local benefit consultant/actuary or local management company by an affirmative vote of three Retirement Board members.

8.2 Authority. The Retirement Board will be the "named fiduciary" of the Plan within the meaning of ERISA section 402(a)(2), and will be responsible for implementing and administering the Plan, subject to the terms of the Plan and Trust. The Retirement Board will have full and absolute discretion, authority and power to interpret, control, implement, and manage the Plan and the Trust.

Such authority includes, but is not limited to, the power to:

- (a) Define the terms of the Plan and Trust, construe the Plan and Trust, and reconcile any inconsistencies therein;
- (b) Manage and operate the Plan and Trust and receive, hold, invest and reinvest contributions made under this Plan;

- (c) Decide claims for benefits (except that initial claims for disability benefits under this Plan will be decided by the Disability Initial Claims Committee, and that the Retirement Board will abide by the provisions of Section 8.3);
- (d) Pay all reasonable and necessary expenses of the Plan, including benefits;
- (e) Adopt procedures, rules, and forms for the administration of the Plan;
- (f) Delegate its power and duties to other persons and appoint and assign authority to other persons (including, but not limited to accountants, investment managers, counsel, actuaries, recordkeepers, appraisers, consultants, professional plan administrators, physicians, and other specialists), or otherwise act to secure specialized advice or assistance, as it deems necessary or desirable in connection with the administration of the Plan (with the Retirement Board, to the extent not prohibited by applicable law, being entitled to rely conclusively upon and being fully protected in acting or in declining to act in good faith reliance upon, the advice or opinion of such persons, provided that such persons are prudently chosen and retained by the Retirement Board);
- (g) Establish an investment policy for the Plan;
- (h) Select the Trustee(s) and enter into an agreement(s) with the Trustee(s) setting forth the terms of the Trust;
- (i) Select an investment manager(s), within the meaning of section 3(38) of ERISA, to assume investment responsibility with respect to some or all of the assets of the Trust;
- (j) Commence or defend suits or legal proceedings involving the Plan or Trust;
- (k) Settle, compromise or submit to arbitration any claims, debts or damages due or owing to or from the Plan or Trust;
- (l) Inspect the records of any Employer as reasonably necessary for the Retirement Board to perform its obligations under the Plan and Trust;
- (m) Obtain fidelity bonds and fiduciary insurance coverage;
- (n) Delegate authority to any one of their number to sign documents on behalf of the Retirement Board and to perform other ministerial acts, when acting by a majority of voting members of the Retirement Board; and
- (o) Recover any overpayment of benefits through reduction or offset of future benefit payments or other method chosen by the Retirement Board.

8.3 Medical Issues and Disputes of the Retirement Board.

- (a) Medical Issues. If three or more voting members of the Retirement Board conclude that a medical issue exists as to whether a Player qualifies for a benefit under this Plan

12.11 Severability. If any provision of this Plan is held illegal or void, such illegality or invalidity will not affect the remaining provisions of this Plan, but any such provision will be fully severable and the Plan will be construed and enforced as if the illegal or invalid provision had never been included.

12.12 Recovery of Certain Overpayments. If false information submitted by or on behalf of a Player causes the Player to receive amounts under the Disability Plan to which such Player is not entitled, any future disability benefits payable to the Player or his beneficiary (including a Dependent or alternate payee) under Articles 5 or 6 of the Plan will be reduced by the amount of the overpayment from the Disability Plan, plus an interest rate of 6% per year.

12.13 Qualified Military Service.

(a) Notwithstanding any other provision of the Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Code section 414(u).

(b) Effective January 1, 2007, the surviving Spouse or minor children of a Player who dies while performing qualified military service (as defined under section 414(u) of the Code) shall be entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) that would be provided under the Plan had the Participant died as an Active Player, in accordance with Code section 401(a)(37).

12.14 Location of Payee Unknown. If the Plan Director, after following the procedures adopted by the Retirement Board, cannot locate a Player or beneficiary to whom a benefit is payable, the entire benefit of and amount payable to such Player or beneficiary are forfeited at the end of that Plan Year. The amounts so forfeited will be separately accounted for as determined by the Retirement Board. The forfeiture shall be applied to reduce future Employer contributions. If the Player or beneficiary subsequently applies for the benefit (or, in cases where the right to receive payment of the benefit was previously established, the Plan is provided a proper address for the Player or beneficiary), the amount so forfeited (adjusted for interest or investment experience, if applicable) will be reinstated and all amounts then due will be paid to such Player or beneficiary.

12.15 Counterparts. This Plan may be executed in counterparts.